

Erica T. Loftis, SBN 259286
Dane W. Exnowski, SBN 281996
Buckley Madole, P.C.
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802
Telephone: 562-983-5365
Fax: 562-983-5365
BK.CA@BuckleyMadole.com

Attorney for Wells Fargo Bank, N.A.

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re:

Nora Marissa Leon-Tirado,
aka Marissa N. Leon
aka Nora Marissa Leon
aka Nora Marissa Nunez
aka Nora Leon

Case No. 13-11217

Chapter 13

R.S. No. DWE-42

**DECLARATION OF MEGAN A. JONES IN
SUPPORT OF MOTION FOR RELIEF
FROM AUTOMATIC STAY**

Hearing:

Date: 3/3/2017

Time: 1:30 P.M.

Place:

99 South "E" Street
Santa Rosa, CA 95404

Debtor.

I, Megan A. Jones, declare under penalty of perjury as follows:

1. I am a/an Vice President Loan Documentation of Wells Fargo Bank, N.A. ("Wells Fargo") and am authorized to sign this declaration on behalf of Wells Fargo as servicing agent for Unknown. This declaration is provided in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith.

2. As part of my job responsibilities for Wells Fargo, I have personal knowledge of and am familiar with the types of records maintained by Wells Fargo in connection with the account that is the

subject of the Motion (the "Account") and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of Wells Fargo that pertain to the Account and extensions of credit given to Debtor concerning the property securing such Account.

3. The information in this declaration is taken from Wells Fargo's business records regarding the Account. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; and (b) kept in the course of Wells Fargo's regularly conducted business activities. It is the regular practice of Wells Fargo to create and maintain such records

4. Marissa N Leon has executed and delivered or is otherwise obligated with respect to the attached Note referenced in the Motion (the "Debt Agreement"). Pursuant to the attached Deed of Trust referenced in the Motion (the "Security Instrument"), all obligations of the Debtor under and with respect to the Debt Agreement and the Security Instrument are secured by the property referenced in the Motion. Pursuant to the attached assignment of the Deed of Trust, the Security Instrument has been assigned to Movant. The terms of the Debt Agreement were amended by the attached loan modification agreement entered into by and between Wachovia Mortgage, a division of Wells Fargo Bank, N.A. and the Debtor(s) dated February 3, 2011 (the "Loan Agreement").

5. As of February 1, 2017, there are one or more defaults in paying post-petition amounts due with respect to the Debt Agreement.

6. As of February 1, 2017, the unpaid principal balance of the Debt Agreement is \$341,823.29.

7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Debt Agreement, that have been missed by the Debtor as of February 1, 2017:

Number of Missed Payments	From	To	Missed Principal and Interest	Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Missed
4	3/1/2015	6/1/2015	\$882.83	\$157.75	\$1,040.58	\$4,162.32
7	7/1/2015	1/1/2016	\$882.83	\$132.05	\$1,014.88	\$7,104.16
4	2/1/2016	5/1/2016	\$1,025.64	\$132.05	\$1,157.69	\$4,630.76
8	6/1/2016	1/1/2017	\$1,025.64	\$129.79	\$1,155.43	\$9,243.44
1	2/1/17	2/1/2017	\$1,176.39	\$129.79	\$1,306.18	\$1,306.18
						(\$87.96)

Description	Amount
NSF FEE	\$25.00

10. The following documents are attached as exhibits and incorporated herein by reference:

- I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Megan A. Jones
Megan A. Jones
Vice President Loan Documentation
Well Fargo Bank, N.A.
2/4/2017

1 ¹ The total of missed post-petition payments for this impounded loan include any missed escrow payments. Such missed
2 escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if
3 applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are
4 not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next
5 annual RESPA analysis, Wells Fargo will determine whether the escrow payments assessed to the debtor (including the
6 missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request
7 any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28